EXHIBIT 7

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UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

Steve Weinberg, **Plaintiff,** **v.** **Jerald Sowell,** **Defendant,** **and** **National Football League Players Association,** **Intervenor Defendant.**	**C.A. 1:06 cv 611**

ORDER AND JUDGMENT

Upon consideration of their Joint Motion to Confirm the Arbitration Award filed by Defendants and the Court being fully advised in the premises, it is this 14th day of July 2006

ORDERED, that said Motion be and same as hereby **GRANTED**, and it is

FURTHER ORDERED, that the Award entered against Steve Weinberg and is in favor of Jerald Sowell in the Matter of Steve Weinberg and Jerald Sowell, NFLPA No. 02-89 (Kaplan, February 1, 2006) is hereby confirmed and shall, in accordance with 9 U.S.C. §13, be treated and have the same force and effect as a judgment of this Court.

Claude M. Hilton
United States District Judge

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EXHIBIT 8

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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA

Alexandria Division

STEVE WEINBERG,

Plaintiff,

v.

JERALD SOWELL,

Defendant.

Civil Action No. 06-0611

ORDER

This matter comes before the Court on the National Football League Players Association's (NFLPA) Motion to Intervene pursuant to Fed. R. Civ. P. 24(a)(2). Plaintiff is a certified NFLPA Contract Advisor. Defendant is a player in the National Football League (NFL), who employed Plaintiff as his Contract Advisor from 1996 to 1998. In 2002 Plaintiff filed a grievance against Defendant with the NFLPA for fees he was not paid in 1998. Plaintiff's grievance was submitted to arbitration pursuant to the NFLPA Regulations Governing Contract Advisors (NFLPA Regulations), which provide that NFLPA arbitration is the exclusive method for resolving disputes that arise from the enforcement of fee agreements between NFL players and their Contract Advisors. NFLPA Regulations, § 5.A.3, http://nflpa.org/Agents/main.asp?subPage=Agent+ Regulations. The NFLPA arbitrator dismissed Plaintiff's grievance after finding that it was untimely. Plaintiff now seeks to vacate the NFLPA arbitration award entered in favor of Defendant and have the Court appoint a new arbitrator. The NFLPA seeks to intervene in this matter to protect its interest in the integrity of its arbitration system. The Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331 (2000).

Rule 24(a)(2) provides that upon timely application, any applicant may intervene in an action if the applicant has an interest in the property or transaction that is the subject of the action, disposition of the matter may impair or impede the applicant's ability to protect that interest, and the applicant's interest is not adequately represented by the existing parties. Fed. R. Civ. P. 24(a)(2). It is uncontested that the NFLPA's Motion to Intervene is timely, therefore, the only issue before the Court is whether the NFLPA satisfies the substantive elements of Rule 24(a)(2).

The NFLPA has a clear interest in the NFLPA arbitration award that is the subject of this action. As the exclusive collective bargaining representative of NFL players, the NFLPA has an interest in ensuring the viability of its NFLPA Regulations, namely that all fee disputes between NFL players and Contract Advisors are resolved through NFLPA arbitration, and that Contract Advisors do not file lawsuits against NFL players regarding matters that are subject to NFLPA arbitration. NFLPA

Regulations, §§ 3.B.18, 5.A.3, http://nflpa.org/Agents/main.asp?subPage=Agent+Regulations; see Newport News Shipbuilding & Drydock Co. v. Peninsula Shipbuilders' Ass'n, 646 F.2d 117, 120-22 (4th Cir. 1981) (holding that the NLRB had a right to intervene to protect its interest in being the primary tribunal for the adjudication of unfair labor practices).

Disposition of this matter may impair or impeded the NFLPA's ability to enforce the provisions of the NFLPA Regulations regarding the arbitration of fee disputes Contract Advisors and NFL players. The NFLPA has established an arbitration system that provides for mandatory arbitration of all fee disputes between NFL players and Contract Advisors through an arbitrator selected by the NFLPA. NFLPA Regulations, §§ 5.A.3, 5.D, http://nflpa.org/Agents/main.asp?subPage=Agent+ Regulations. An order by this Court vacating the disputed arbitration order and naming a new arbitrator would directly impair and impede the NFLPA's ability to enforce the NFLPA Regulations.

Finally, the NFLPA's interest in the viability of its arbitration system is not represented by the parties. The NFLPA's position regarding the validity of the challenged arbitration award is directly contrary to that of Plaintiff. While Defendant seeks the same final outcome as the NFLPA, affirmation of the challenged arbitration award, he does not adequately represent the interests of the NFLPA. Defendant merely seeks to avoid financial liability to Plaintiff, whereas the NFLPA seeks to maintain the integrity of the NFLPA Regulations as they currently apply to the entire body of NFL players and Contract Advisors. Therefore, for the reasons stated above and those stated from the bench, it appears to the Court that the NFLPA has a right to intervene in this matter pursuant to Rule 24(a)(2), and it is hereby

ORDERED that the NFLPA's Motion to Intervene is GRANTED.

Claude M. Hilton
UNITED STATES DISTRICT JUDGE

Alexandria, Virginia
June 22, 2006

EXHIBIT 9

NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION

NFLPA REGULATIONS GOVERNING CONTRACT ADVISORS

(as amended through March, 2006)

NATIONAL FOOTBALL LEAGUE PLAYERS ASSOCIATION

NFLPA REGULATIONS GOVERNING CONTRACT ADVISORS

(as amended through March, 2006)

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INTRODUCTION

In 1994, the Officers and Player Representatives of the National Football League Players Association ("NFLPA") adopted the NFLPA Regulations Governing Contract Advisors ("Regulations") for persons who desired to provide representation services to players (including rookies) by conducting individual contract negotiations and/or assisting in or advising with respect to such negotiations with the member Clubs of the National Football League ("NFL"). Periodically since 1994, these Regulations have been amended by our Board of Player Representatives and the amendments are reflected herein. These Regulations were adopted and amended pursuant to the authority and duty conferred upon the NFLPA as the exclusive collective bargaining representative of NFL players pursuant to Section 9(a) of the National Labor Relations Act, which provides in pertinent part:

> Representatives designated or selected for the purposes of collective bargaining by the majority of the employees in a unit appropriate for such purposes, shall be the exclusive representatives of all the employees in such unit for the purposes of collective bargaining in respect to rates of pay, wages, hours of employment, or other conditions of employment.

The authority and duty to promulgate these Regulations are also contained in the 2006 Collective Bargaining Agreement (CBA) between the NFL and the NFLPA, which states as follows:

> [T]he National Football League Players Association . . . is recognized as the sole and exclusive bargaining representative of present and future employee players in the NFL in a bargaining unit described as follows:
>
> 1. All professional football players employed by a member club of the National Football League;
> 2. All professional football players who have been previously employed by a member club of the National Football League who are seeking employment with an NFL Club;
> 3. All rookie players once they are selected in the current year's NFL College Draft; and
> 4. All undrafted rookie players once they commence negotiation with an NFL Club concerning employment as a player.

Article VI, Section 1 of the 2006 Collective Bargaining Agreement as amended further provides, among other things, that:

> The NFLMC [National Football League Management Council] and the Clubs recognize that, pursuant to Federal labor law, the NFLPA regulates

> the conduct of agents who represent players in individual contract negotiations with Clubs. The NFLMC and the Clubs agree that the Clubs are prohibited from engaging in individual contract negotiations with any agent who is not listed by the NFLPA as being duly certified by the NFLPA in accordance with its role as exclusive bargaining agent for NFL players. The NFLPA shall provide and publish a list of agents who are currently certified in accordance with its agent regulation system, and shall notify the NFLMC and the Clubs of any deletions or additions to the list pursuant to its procedures. The NFLPA agrees that it shall not delete any agent from its list until that agent has exhausted the opportunity to appeal the deletion pursuant to the NFLPA's agent regulation system, except: (i) where an agent has failed to pass a written examination given to agents by the NFLPA; or (ii) in extraordinary circumstances where the NFLPA's investigation discloses that the agent's conduct is of such a serious nature as to justify immediately invalidating the agent's certification. The NFLPA shall have sole and exclusive authority to determine the number of agents to be certified, and the grounds for withdrawing or denying certification of an agent. The NFLPA agrees that it will not discipline, dismiss or decertify agents based upon the results they achieve or do not achieve in negotiating terms or conditions of employment with NFL Clubs. This section shall not limit the NFLPA's ability to discipline agents for malfeasance.

The NFL, consistent with the Clubs' obligation to deal only with NFLPA-certified agents, has further agreed that:

> [T]he Commissioner shall disapprove any NFL Player Contract(s) between a player and a Club unless such player: (a) is represented in the negotiations with respect to such NFL Player Contract(s) by an agent or representative duly certified by the NFLPA in accordance with the NFLPA agent regulation system and authorized to represent him; or (b) acts on his own behalf in negotiating such NFL Player Contract(s)....
>
> [T]he NFL shall impose a fine of $15,000 upon any Club that negotiates any NFL Player Contract(s) with an agent or representative not certified by the NFLPA in accordance with the NFLPA agent regulation system if, at the time of such negotiations, such Club either (a) knows that such agent or representative has not been so certified or (b) fails to make reasonable inquiry of the NFLPA as to whether such agent or representative has been so certified. Such fine shall not apply, however, if the negotiation in question is the first violation of this Article by the Club during the term of this Agreement.

Persons serving or wishing to serve as the NFLPA's "agent" pursuant to these provisions of the CBA, which persons are herein referred to as "Contract Advisors," shall be governed by these Regulations.

SECTION 1: SCOPE OF REGULATIONS

A. Persons Subject to Regulations

No person (other than a player representing himself) shall be permitted to conduct individual contract negotiations on behalf of a player* and/or assist in or advise with respect to such negotiations with NFL Clubs after the effective date of these Regulations unless he/she is (1) currently certified as a Contract Advisor pursuant to these Regulations; (2) signs a Standard Representation Agreement with the player (See Section 4; Appendix D); and (3) files a fully executed copy of the Standard Representation Agreement with the NFLPA, along with any contract(s) between the player and the Contract Advisor for other services to be provided.

B. Activities Covered

The activities of Contract Advisors which are governed by these Regulations include: the providing of advice, counsel, information or assistance to players with respect to negotiating their individual contracts with Clubs and/or thereafter in enforcing those contracts; the conduct of individual compensation negotiations with the Clubs on behalf of players; and any other activity or conduct which directly bears upon the Contract Advisor's integrity, competence or ability to properly represent individual NFL players and the NFLPA in individual contract negotiations, including the handling of player funds, providing tax counseling and preparation services, and providing financial advice and investment services to individual players.

C. Amendments

These Regulations may be amended from time to time by the Officers and Board of Player Representatives of the NFLPA in their sole discretion.

SECTION 2: CERTIFICATION

After the effective date of these Regulations, any person who wishes to perform the functions of a Contract Advisor as described in Section 1 above must be certified by the NFLPA pursuant to the following procedure:

A. Application For Certification

In order to be eligible for Certification as an NFLPA Contract Advisor here under, a person must file a verified Application for Certification as a Contract Advisor (in the form attached as Appendix A) and a completed and signed Authority and Consent to Release Information (in the form attached as Appendix B) with the NFLPA, and pay the required application fee as established by the NFLPA Board of Player Representatives. Certification will be granted hereunder only to individuals and not any firm, corporation, partnership or other business entity. There is no limit on the number of individuals in any one firm, corporation, partnership or other business entity who are eligible for certification.

To be eligible for certification, the applicant must have received an undergraduate degree from an accredited four year college/university and a post-graduate degree from an accredited college/university. However, the NFLPA shall have the authority to grant exceptions to this requirement in cases where the applicant has sufficient negotiating experience. A new applicant shall not be granted Certification (Section 2(F)) without first attending the NFLPA

* For purposes of these Regulations, the term "player" shall mean anyone eligible to play in the National Football League, including a player about to enter his rookie season in the NFL.

seminar for new Contract Advisors to be held on an annual basis and passing a written examination. In the instance that a new applicant fails the written examination on two successive occasions, the applicant shall be barred from applying for Certification and taking the written examination again for no less that five (5) years.

Applications for Certification as a Contract Advisor must be submitted to the NFLPA during a specified application period to be set by the Board of Player Representatives. Upon receipt of an Application for Certification, the NFLPA may, in the context of reviewing the application, request further written materials from the applicant and/or conduct whatever further investigation it deems appropriate, including an informal conference with the applicant and a background check.

B. Certification of Member Contract Advisors Under the NFLPA Code of Conduct

All persons who desire to be certified hereunder, including those who were Member Contract Advisors in good standing under the prior, voluntary Code of Conduct for NFLPA Member Contract Advisors as of the effective date of these Regulations, must file an Application for Certification pursuant to these Regulations. Applicants who were Member Contract Advisors pursuant to the prior Code as of the effective date of these Regulations shall not be required to pay an application fee to become certified, but shall be required to make annual fee payments required by these Regulations.

C. Grounds for Denial for Certification

Grounds for denial of Certification shall include, but not be limited to, the following:

- The applicant has made false or misleading statements of a material nature in his/her application;
- The applicant has misappropriated funds, or engaged in other specific acts such as embezzlement, theft or fraud, which would render him/her unfit to serve in a fiduciary capacity on behalf of players;
- The applicant has engaged in any other conduct that significantly impacts adversely on his/her credibility, integrity or competence to serve in a fiduciary capacity on behalf of players;
- The applicant is unwilling to swear or affirm that he/she will comply with these Regulations and any amendments hereto and/or that he/she will abide by the fee structure contained in the Standard Representation Agreement incorporated into these Regulations;
- The applicant has been denied certification by another professional sports players association;
- The applicant directly or indirectly solicited a player for representation as a Contract Advisor during the period of time between the filing of his/her Application for Certification and Certification by the NFLPA;
- The applicant has not received a degree from an accredited four year college/university and a post-graduate degree from an accredited college/university, unless excepted from this requirement pursuant to Section 2(A);
- The applicant has failed to fully and properly complete his/her Application for Certification.

D. Appeal from Denial of Certification

In the event an Application for Certification is denied pursuant to this Section, the applicant shall be notified in writing (by confirmed facsimile or overnight delivery) of the reasons for the denial. The applicant may appeal such action to the Arbitrator appointed pursuant to Section 5 of these Regulations. Such appeal shall be initiated by filing (by confirmed facsimile or overnight delivery) a written notice of appeal with the NFLPA within thirty (30) days of receipt of the notice denying his/her Application for Certification. The appeal shall be processed and resolved in accordance with the arbitration procedures set forth in Section 5(E) through 5(H) of these Regulations, which shall be the exclusive procedure for challenging any denial of Certification hereunder. The standard of review for the Arbitrator on an appeal of a denial of an Application for Certification shall be whether there is a reasonable basis in the circumstances of the case under review for the NFLPA's decision to deny the Application.

E. Suspension or Revocation of Certification

At any time subsequent to granting Certification to a Contract Advisor, the NFLPA may, based upon information brought to its attention or acting on its own initiative, immediately revoke such Certification pursuant to Section 6(B) hereof, or propose the suspension or revocation of such Certification on any ground that would have provided a basis for denying Certification in the first place (see Section 2(C)) and/or for conduct prohibited in Section 3(B)(1) through 3(B)(30) of these Regulations and/or for failing to engage in the conduct required in Section 3(A)(1) through 3(A)(20) of these Regulations. Any such proposed suspension or revocation must be sent by confirmed facsimile or overnight delivery to the Contract Advisor's office or residence (see Section 6). The Contract Advisor may challenge any such proposed suspension or revocation by appealing such action pursuant to Section 6(B) through 6(H). The appeal to arbitration shall constitute the exclusive method of challenging any proposed suspension or revocation of Certification.

F. Form of Certification

After the NFLPA approves an applicant's Application for Certification as a Contract Advisor, and the applicant attends the NFLPA seminar for new Contract Advisors and passes a written examination, the NFLPA shall provide the applicant with a written Certification in the form attached hereto as Appendix C. The applicant will thereupon be authorized to serve as a Contract Advisor in conducting individual player negotiations with the NFL Clubs and/or assisting in or advising with respect to such negotiations. In granting Certification, the NFLPA shall not be deemed to have endorsed any Contract Advisor; nor shall the grant of such Certification be deemed to impose liability upon the NFLPA for any acts or omissions of the Contract Advisor in providing representation to any player, whether or not such acts or omissions fall within activities governed by these Regulations.

G. Expiration of Certification

The Certification of any Contract Advisor who has failed to negotiate and sign a player to an NFL Player Contract (excluding Practice Squad Contracts) for at least one NFL player during any three-year period shall automatically expire at the end of such three-year period.

H. Application and Annual Fees

(1) Application Fees

Each applicant for Certification as a Contract Advisor under these Regulations shall submit with his/her fully completed application a one-time fee as set by the Board of Player Representatives. (This payment is not required for those persons who were Member Contract Advisors in good standing under the previous Code of Conduct For NFLPA Member Contract Advisors which existed immediately prior to the effective date of these Regulations, and who apply to become Certified Contract Advisors hereunder within a reasonable time.)

(2) Annual Fee

Each Contract Advisor who is Certified shall pay an annual fee to the NFLPA, as set by the Board of Player Representatives, to defray the cost of maintaining this agent-regulation system. The Certification of any Contract Advisor who fails to pay his/her annual fee in a timely manner shall expire automatically upon the expiration of the deadline for payment of such fee.

SECTION 3: STANDARD OF CONDUCT FOR CONTRACT ADVISORS

The objective of the NFLPA in implementing these Regulations is to enable players to make an informed selection of a Contract Advisor and to help assure that the Contract Advisor will provide effective representation at fair, reasonable, and uniformly applicable rates to those individual players he/she represents, and to avoid any conflict of interest which could potentially compromise the best interests of NFL players.

A. General Requirements

A Contract Advisor shall be required to:

(1) Disclose on his/her Application and thereafter upon request of the NFLPA all information relevant to his/her qualifications to serve as a Contract Advisor, including, but not limited to, background, special training, experience in negotiations, past representation of professional athletes, and relevant business associations or memberships in professional organizations;

(2) Pay an application fee pursuant to Section 2 above unless waived;

(3) Pay the annual fee in a timely manner as established by the Board of Player Representatives;

(4) Attend an NFLPA seminar on individual contract negotiations each year;

(5) Comply with the maximum fee schedule and all other provisions of these Regulations and any amendments thereto;

(6) Execute and abide by the printed Standard Representation Agreement with all players represented and file with the NFLPA a copy of that fully executed agreement along with any other agreement(s) for additional services that the Contract Advisor has executed with the player, including, without limitation, agreements or other relevant documents relating to loans, lines of credit, or pre-combine or pre-draft services or benefits being provided to rookie clients. If the Contract Advisor and player enter into any other agreement(s) subsequent to the execution of the Standard Representation Agreement, the Contract Advisor shall submit a copy of such agreement(s) to the NFLPA within ten (10) days of the execution of such additional agreement(s). If the Contract Advisor is unable to file a signed Standard Representation Agreement because of a failure or refusal by the player to sign such an agreement, the Contract Advisor may file a signed affidavit, with a copy to the player, detailing his/her efforts to obtain the player's signature. Such affidavit shall serve as a means of avoiding discipline for violation of this Section 3(A)(6), if submitted in good faith by the Contract Advisor, but shall not operate as an agreement between the Contract Advisor and player;

(7) Advise the affected player and report to the NFLPA any known violations by an NFL Club of a player's individual contract or of his rights under any applicable Collective Bargaining Agreement;

(8) Sign and provide the NFLPA and the club with a copy of any player contract negotiated with that club within 48 hours after the contract is executed (Contract shall be sent by facsimile or overnight mail);

(9) Provide on or before May 1 each year, to every player who he/she represents, with a copy to the NFLPA, an itemized statement covering the period beginning March 1 of the prior year through February 28 or 29 of that year, which separately sets forth both the fee charged to the player for, and any expenses incurred in connection with, the performance of the following services: (a) individual player salary negotiations, (b) management of the player's assets, (c) financial, investment, legal, tax and/or other advice to the player, and (d) any other miscellaneous services;

(10) Permit a person or firm authorized by a former or current player-client to conduct an audit of all relevant books and records pertaining to any services provided to that player;

(11) Complete a notarized updated Application for Certification on or before an annual date to be determined by the NFLPA. Such annual update shall include, without limitation, disclosure of the names of any financial advisors the Contract Advisor is recommending or has recommended to players within the past year. A failure to comply with this Section 3(A)(11) shall result in immediate suspension of the Contract Advisor's Certification.

(12) For those Contract Advisors who are Member Contract Advisors as of the effective date of these Regulations, and who apply for Certification pursuant to Section 2(B) above, provide to each player that Contract Advisor currently represents on or before February 1, 1995, a copy of his/her revised Application for Certification as submitted to the NFLPA;

(13) Provide the NFLPA with all materials that the NFLPA deems relevant with respect to any investigation conducted pursuant to these Regulations and in all other respects cooperate fully with the NFLPA;

(14) Fully comply with applicable state and federal laws;

(15) Become and remain sufficiently educated with regard to NFL structure and economics, applicable Collective Bargaining Agreements and other governing documents, basic negotiating techniques, and developments in sports law and related subjects. To ascertain whether the Contract Advisor is sufficiently educated with regard to the above-related subjects, the NFLPA may require a Contract Advisor to pass a Contract Advisor examination. A failure to pass an examination administered pursuant to this Section 3(A)(15) shall result in immediate suspension of the Contract Advisor's Certification pursuant to Section 6(B). Such suspension shall run until the Contract Advisor passes the next examination given, but in no event shall the suspension be for less than one (1) year;

(16) Disclose in an addendum attached to the Standard Representation Agreement between the Contract Advisor and player, the names and current positions of any NFL management personnel or coaches whom Contract Advisor represents or has represented in matters pertaining to their employment by or association with any NFL club;

(17) Act at all times in a fiduciary capacity on behalf of players;

(18) Comply with and abide by all of the stated policies of the NFLPA;

(19) In connection with payments for assistance in recruiting any player:

(a) Prepare a typewritten SRA Disclosure Form (attached as Appendix E) disclosing any person(s) or other entities to whom the Contract Advisor has paid or has promised to pay money or any other thing of value (excluding salaries paid to employees of the Contract Advisor) in return for recruiting or helping to recruit a player to sign a Standard Representation Agreement;

(b) Provide a copy of that SRA Disclosure Form to the player in advance of signing that player to a Standard Representation Agreement so as to allow the player adequate time to consider the information before the player signs the Standard Representation Agreement;

(c) Have the player sign that SRA Disclosure Form acknowledging that he is aware of the payments and that he approves of them;

(d) Submit a copy of that SRA Disclosure Form along with the Standard Representation Agreement to the NFLPA as required by Section 3(A)(6); and

(e) Prepare, have signed and submit to the NFLPA a new or supplemental SRA Disclosure Form if any such person(s) or other entities are added after the Standard Representation Agreement is signed by the Player.

Any conduct by a person(s) listed on the SRA Disclosure Form required by this Section 3(A)(19) or by employees or associates of the Contract Advisor which would violate the Regulations shall be deemed to be conduct of the Contract Advisor and shall subject the Contract Advisor to discipline under these Regulations;

(20) Educate player-clients as to their benefits, rights and obligations pursuant to the Collective Bargaining Agreement; and to advise and assist those player-clients in taking maximum advantage of those benefits and rights, including, without limitation, Termination Pay, Severance Pay, Bert Bell/Pete Rozelle disability benefits, workers compensation benefits, second medical opinions, and right to chose their own surgeon.

B. Prohibited Conduct

Contract Advisors are prohibited from:

(1) Representing any player in individual contract negotiations with any Club unless he/she (i) is an NFLPA Certified Contract Advisor; (ii) has signed the Standard Representation Agreement with such player; and (iii) has filed a copy of the Standard Representation Agreement with the NFLPA along with any other contract(s) or agreement(s) between the player and the Contract Advisor;

(2) Providing or offering money or any other thing of value to any player or prospective player to induce or encourage that player to utilize his/her services;

(3) Providing or offering money or any other thing of value to a member of the player's or prospective player's family or any other person for the purpose of inducing or encouraging that person to recommend the services of the Contract Advisor;

(4) Providing materially false or misleading information to any player or prospective player in the context of recruiting the player as a client or in the course of representing that player as his Contract Advisor;

(5) Representing or suggesting to any player or prospective player that his/her NFLPA Certification is an endorsement or recommendation by the NFLPA of the Contract Advisor or the Contract Advisor's qualifications or services;

(6) Directly or indirectly borrowing money from any player (whether or not the player is a client), either by receiving the funds directly from the player or by the player providing collateral for or agreeing to guarantee a loan to the Contract Advisor by another party;

(7) Holding or seeking to hold, either directly or indirectly, a financial interest in any professional football club or in any other business entity when such investment could create an actual conflict of interest or the appearance of a conflict of interest in the representation of NFL players;

(8) Engaging in any other activity which creates an actual or potential conflict of interest with the effective representation of NFL players;

(9) Soliciting or accepting money or anything of value from any NFL Club in a way that would create an actual or apparent conflict with the interests of any player that the Contract Advisor represents;

(10) Negotiating and/or agreeing to any provision in a player contract which deprives or purports to deprive that player of any benefit contained in any collectively bargained agreement between the NFL and the NFLPA or any other provision of any applicable documents which protect the working conditions of NFL players;

(11) Negotiating and/or agreeing to any provision in any agreement involving a player which directly or indirectly violates any stated policies or rules established by the NFLPA;

(12) Concealing material facts from any player whom the Contract Advisor is representing which relate to the subject of the player's individual contract negotiation;

(13) Failing to advise the player and to report to the NFLPA any known violations by an NFL Club of a player's individual contract;

(14) Engaging in unlawful conduct and/or conduct involving dishonesty, fraud, deceit, misrepresentation, or other activity which reflects adversely on his/her fitness as a Contract Advisor or jeopardizes his/her effective representation of NFL players;

(15) Failure to comply with the maximum fee provisions contained in Section 4 of these Regulations;

(16) Circumventing the maximum fee provisions contained in Section 4 of these Regulations by knowingly and intentionally increasing the fees that Contract Advisor charges or otherwise would have charged the player for other services including, but not limited to, financial consultation, money management, and/or negotiating player endorsement agreements;

(17) Failing to provide to each player represented and the NFLPA the annual statements required by Section 3(A)(9) of these Regulations and/or failing to provide the NFLPA copies of all agreements between the Contract Advisor and each player as required by Section 3(A)(6) of these Regulations;

(18) Filing any lawsuit or other proceeding against a player for any matter which is subject to the exclusive arbitration provisions contained in Section 5 of these Regulations;

(19) Violating the confidentiality provisions of the National Football League Policy and Program for Substances of Abuse. The NFLPA Executive Director in consultation with the Disciplinary Committee may fine a Contract Advisor in accordance with the terms of the National Football League Policy and Program for Substances of Abuse. Such fine, if imposed, shall be

in addition to, and not a substitute for, discipline which may be imposed pursuant to Section 6 of these Regulations;

(20) Failing to disclose in writing to any player represented by Contract Advisor any fee paid or received by Contract Advisor to or from a third party in return for providing services to that player;

(21) (a) Initiating any communication, directly or indirectly, with a player who has entered into a Standard Representation Agreement with another Contract Advisor and such Standard Representation Agreement is on file with the NFLPA if the communication concerns a matter relating to the:

(i) Player's current Contract Advisor;
(ii) Player's current Standard Representation Agreement;
(iii) Player's contract status with any NFL Club(s); or
(iv) Services to be provided by prospective Contract Advisor either through a Standard Representation Agreement or otherwise.

(b) If a player, already a party to a Standard Representation Agreement, initiates communication with a Contract Advisor relating to any of the subject matters listed in Section 3(B)(21)(a) the Contract Advisor may continue communications with the Player regarding any of those matters.

(c) Section 3(B)(21) shall not apply to any player who has less than sixty (60) days remaining before his NFL Player Contract expires, and he has not yet signed a new Standard Representation Agreement with a Contract Advisor within the sixty (60) day period.

(d) Section 3(B)(21) shall not prohibit a Contract Advisor from sending a player written materials which may be reasonably interpreted as advertising directed at players in general and not targeted at a specific player.

(22) Conditioning the signing of a Standard Representation Agreement upon the signing of a contract for other services or the performance of other services by the Contract Advisor or any affiliated entity; or conditioning the signing of a contract for other services or the performance of other services by the Contract Advisor or any affiliated entity upon the signing of a Standard Representation Agreement;

(23) Attempting to circumvent or circumventing relevant portions of Section 4(B)(5);

(24) Affiliating with or advising players to use the services of a person who is not an NFLPA Registered Player Financial Advisor for purposes of providing financial advice to the player; or acting as a "Financial Advisor" and/or providing "Financial Advice" to an NFL player as those terms are defined in the NFLPA Regulations and Code of Conduct Governing Registered Player Financial Advisors, without first becoming a Registered Player Financial Advisor pursuant to the NFLPA Regulations and Code of Conduct Governing Registered Player Financial Advisors;

(25) Entering into any business relationship with another Contract Advisor to share fees and/or provide negotiation services for players during a time period commencing when a Disciplinary Complaint has been filed against such Contract Advisor pursuant to Section 6 of these Regulations and ending when disciplinary sanctions become final or, if the sanctions include a suspension or revocation of Certification, at the end of the period of the suspension or revocation of Certification, whichever is later;

(26) Directly or indirectly soliciting a prospective rookie player for representation as a Contract Advisor (A "rookie" shall be defined as a person who has never signed an NFL Player Contract) if that player has signed a Standard Representation Agreement prior to a date which is thirty (30) days before the NFL Draft and if thirty (30) days have not elapsed since the Agreement was signed and filed with the NFLPA;

(27) Directly or indirectly communicating or attempting to communicate with a member of the Committee on Agent Regulation and Discipline ("CARD") concerning the Contract Advisor's pending disciplinary action pursuant to Section 6 of these Regulations once an investigation has commenced relating to that Contract Advisor and continuing through the final disposition of any Section 6 disciplinary action. Notwithstanding the foregoing, communication with the Committee on Agent Regulation and Discipline concerning a pending disciplinary action is permitted when the Committee as a group requests or agrees to discuss the pending disciplinary action with the Contract Advisor and/or his or her representative;

(28) Referring a player to a workers compensation attorney who is not a member of the NFLPA Panel of Workers Compensation Attorneys;

(29) Negotiating and agreeing to an NFL Player Contract containing an incentive clause which is not of any significant value to the player and which instead is primarily intended to help an NFL Club meet its guaranteed Minimum Team Salary under the CBA. (If the player informs the Contract Advisor that he desires to agree to such an incentive with or without the Contract Advisor's participation, the Contract Advisor must present satisfactory evidence to the NFLPA that the Contract Advisor counseled the player that such incentive could significantly undermine the Minimum Team Salary protections for players under the CBA.);

(30) Violating any other provision of these Regulations.

A Contract Advisor who engages in any prohibited conduct as defined above shall be subject to discipline in accordance with the procedures of Section 6 of these Regulations.

SECTION 4: AGREEMENTS BETWEEN CONTRACT ADVISORS AND PLAYERS; MAXIMUM FEES

A. Standard Form

Any agreement between a Contract Advisor and a player entered into after the effective date of these Regulations, which is not in writing in the pre-printed form attached hereto as Appendix D or which does not meet the requirements of these Regulations, shall not be enforceable against any player and no Contract Advisor shall have the right to assert any claim against the player for compensation on the basis of such a purported contract.

B. Contract Advisor's Compensation

(1) The maximum fee which may be charged or collected by a Contract Advisor shall be three percent (3%) of the "compensation" (as defined within this Section) received by the player in each playing season covered by the contract negotiated by the Contract Advisor, except as follows:

(a) The maximum fee which may be charged or collected by a Contract Advisor shall be:

(i) Two percent (2%) for a player who signs a one (1) year tender while subject to a Franchise or Transition designation, or as a Restricted Free Agent;

(ii) One-and-one-half percent (1.5%) for a player who signs a one (1) year tender while subject to a Franchise or Transition designation for the second time he is tagged; and

(iii) One percent (1%) for a player who signs a one (1) year tender while subject to a Franchise or Transition designation for the third time he is tagged.

(2) The Contract Advisor and player may agree to any fee which is less than the maximum fee set forth in (1) above.

(3) As used in this Section 4(B), the term "compensation" shall be deemed to include only salaries, signing bonuses, reporting bonuses, roster bonuses, Practice Squad salary in excess of the minimum Practice Squad salary specified in Article XXXIV of the Collective Bargaining Agreement, and any performance incentives earned by the player during the term of the contract (including any option year) negotiated by the Contract Advisor. For example, and without limitation, the term compensation shall not include any "honor" incentive bonuses (e.g. ALL PRO, PRO BOWL, Rookie of the Year), or any collectively bargained benefits or other payments provided for in the player's individual contract.

(4) A Contract Advisor is prohibited from receiving any fee for his/her services until and unless the player receives the compensation upon which the fee is based. However, these Regulations recognize that in certain circumstances a player may decide that it is in his best interest to pay his Contract Advisor's fee in advance of the receipt of any deferred compensation from his NFL club. Accordingly, a player may enter into an agreement with a Contract Advisor to pay the Contract Advisor a fee advance on deferred compensation due and payable to the player. Such fee advance may only be collected by the Contract Advisor after the player has performed the services necessary under his contract to entitle him to the deferred compensation. Further, such an agreement between a Contract Advisor and a player must be in writing, with a copy sent by the Contract Advisor to the NFLPA.

For purposes of determining the fee advance, the compensation shall be determined to be an amount equal to the present value of the deferred player compensation. The rate used to determine the present value of the deferred compensation shall be the rate used in Article XXIV, Section 7(a)(ii) of the 2006 CBA.

(5) A Contract Advisor who is found to have violated Section 3(B)(2) or (3) of these Regulations shall not be entitled to a fee for services provided to a player who was the subject of an improper inducement under Section 3(B)(2) or (3). In the event that the Contract Advisor collects any fees from the player before a finding of such violation, he/she shall be required to reimburse the player for such fees. If the improper inducement was a loan of money or property which was to be repaid or returned to the Contract Advisor, the money or property need not be repaid or returned by the player who was the subject of the improper inducement under Section 3(B)(2) or (3). This Section 4(B)(5) shall not be subject to any waiver by player, and any attempt by a Contract Advisor to circumvent this provision shall subject the Contract Advisor to discipline under these Regulations. Nothing in this subsection shall preclude the NFLPA from disciplining a Contract Advisor who violates Section 3(B)(2) or (3), it being intended that the forfeiture of fees and/or loaned money or property be in addition to any discipline imposed under these Regulations.

C. Existing Agreements

Any agreement in existence between an NFL player and a Contract Advisor as of the effective date of these Regulations shall be deemed modified in accordance with these Regulations, except as such agreement shall pertain to the Contract Advisor's fees for the negotiation of NFL player contracts signed on or before the effective date of these Regulations. To the extent that such existing agreement is less favorable to the NFL player than the provisions of these Regulations, these Regulations shall control insofar as they apply to the negotiation of the player's contract with an NFL club. Provisions of agreement(s) which apply to matters other than the negotiation of the player's contract (e.g., financial consulting or money management services), may be considered severable and not affected by these Regulations. Any dispute concerning the proper application of these Regulations to existing agreements shall be resolved exclusively through the Arbitration procedures set forth in Section 5 of these Regulations.

SECTION 5: ARBITRATION PROCEDURES

A. Disputes

This arbitration procedure shall be the exclusive method for resolving any and all disputes that may arise from the following:

(1) Denial by the NFLPA of an Applicant's Application for Certification;

(2) Any dispute between an NFL player and a Contract Advisor with respect to the conduct of individual negotiations by a Contract Advisor;

(3) The meaning, interpretation or enforcement of a fee agreement;

(4) Any other activities of a Contract Advisor within the scope of these Regulations; and/or

(5) A dispute between two or more Contract Advisors with respect to whether or not a Contract Advisor interfered with the contractual relationship of a Contract Advisor and player in violation of Section 3(B)(21). If a Contract Advisor proves such a violation of Section 3(B)(21), then the Arbitrator shall award reasonable damages proven and/or any money award which he/she deems equitable.

(With respect to any dispute that may arise pursuant to paragraph (1) above, the procedure for filing an appeal and invoking arbitration is set forth in these Regulations at Section 2(D). Once arbitration has been invoked, the procedure set forth in Section 5(E)-(H) below shall apply.)

B. Filing

The arbitration of a dispute under Section 5(A)(2)-(5) above shall be initiated by the filing of a written grievance either by the player or Contract Advisor. Any such grievance must be filed within six (6) months from the date of the occurrence of the event upon which the grievance is based or within six (6) months from the date on which the facts of the matter become known or reasonably should have become known to the grievant, whichever is later. A player need not be under contract to an NFL club at the time a grievance relating to him hereunder arises or at the time such grievance is initiated or processed.

A player may initiate a grievance against a Contract Advisor by (i) sending the written grievance by prepaid certified mail to the Contract Advisor's business address or by personal delivery at such address, and (ii) sending a copy to the NFLPA. A Contract Advisor may initiate a grievance against a player or Contract Advisor by (i) sending a written grievance by prepaid certified mail to the player or Contract Advisor or by personal delivery of the grievance to the player or Contract Advisor, and (ii) sending a copy to the NFLPA. The written grievance shall set forth the facts and circumstances giving rise to the grievance, the provision(s) of the agreement between the player and Contract Advisor alleged to have been violated, if applicable, and the relief sought. In addition, a properly and fully completed Section 5 Grievance Notification Form (Attached as Appendix F) shall be attached to the written grievance and sent to the respondent, with a copy to the NFLPA.

C. Answer

The party against whom a grievance has been filed ("the respondent") shall answer the grievance in writing by certified mail or personal delivery to the grievant and the NFLPA within twenty (20) calendar days of receipt of the grievance. The answer shall admit or deny the facts alleged in the grievance and shall also briefly set forth, where applicable, the reasons why the respondent believes the grievance should be denied. No later than thirty days (30) after receipt of the grievance, the NFLPA shall provide the Arbitrator with copies of the grievance and answer and all other relevant documents. If an answer is not filed within this time limit, the Arbitrator, in his/her discretion, may issue an order where appropriate, granting the grievance and the requested relief upon satisfactory proof of the claim.

D. Arbitrator

The NFLPA shall select a skilled and experienced person to serve as the outside impartial Arbitrator for all cases arising hereunder.

E. Hearing

After receipt of the grievance documents pursuant to this Section 5(C), or receipt of an appeal of a denial of Certification pursuant to Section 2(D), the Arbitrator shall select a time and place for a hearing on the dispute, giving due consideration to the convenience of the parties involved and the degree of urgency for resolution of the dispute. Upon written request from either party prior to the hearing, the NFLPA shall provide the parties copies of documents in its possession which are relevant to the dispute. These documents shall include but not be limited to NFL Player Contracts, other salary information, and Standard Representation Agreements. The Arbitrator may, at his/her discretion, order discovery in disputes between Contract Advisors filed pursuant to Section 5(A)(5).

At such hearing, all parties to the dispute and the NFLPA will have the right to present, by testimony or otherwise, any evidence relevant to the grievance. If a witness is unavailable to come to the hearing, the witness' testimony may be taken by telephone conference call at the discretion of the arbitrator. All hearings shall be transcribed. At the close of the hearing or within thirty (30) days thereafter, the Arbitrator shall issue a written decision. At the hearing, the grievant shall have the burden of proving, by a preponderance of the evidence, the allegations of the grievance.

Such decision shall constitute full, final and complete disposition of the grievance, and will be binding upon the player and Contract Advisor involved; provided, however, that the Arbitrator will not have the jurisdiction or authority to add to, subtract from, or alter in any way the provisions of these Regulations or any other applicable document. If the Arbitrator grants a money award, it shall be paid within ten (10) days. The Arbitrator may award interest at his/her discretion.

F. Telephone Conference Call Hearings

Any hearing conducted pursuant to the provisions of this Section in which the amount in dispute is less than $10,000 shall be conducted via telephone conference call if any party so requests.

G. Costs

Each party will bear the costs of its own witnesses and counsel. Costs of arbitration, including the fees and expenses of the Arbitrator, will be borne by the NFLPA; provided, however, that the Arbitrator may assess some or all of a party's costs to an opposing party if the Arbitrator deems a party's position in the case to be frivolous and/or totally without merit.

H. Time Limits

The time limits of this Section may be extended only by written agreement of the parties.

SECTION 6: OVERSIGHT AND COMPLIANCE PROCEDURE

A. Disciplinary Committee

The President of the NFLPA shall appoint a three to five person Committee on Agent Regulation and Discipline ("CARD" or "the Committee") which may prosecute disciplinary procedures against Contract Advisors who violate these Regulations. Any action taken shall be by a majority vote of the Committee on Agent Regulation and Discipline members. The Committee on Agent Regulation and Discipline shall consist of active or retired NFL players chosen at the discretion of the President. The General Counsel of the NFLPA shall serve as a non-voting advisor to the Committee and will serve as its Counsel in prosecuting disciplinary actions pursuant to this Section.

B. Complaint; Filing

Disciplinary proceedings against any Certified Contract Advisor shall be initiated by the filing of a written Complaint against the Contract Advisor by the Committee on Agent Regulation and Discipline. Such complaint shall be based upon verified information received by the Committee on Agent Regulation and Discipline from any person having knowledge of the action or conduct of the Contract Advisor in question, including, but not limited to, players, NFLPA staff, other Contract Advisors, NFL Management Personnel, or other persons associated with professional or amateur football. The Complaint shall be sent to the Contract Advisor by confirmed facsimile or overnight delivery addressed to the Contract Advisor's business office, or may be hand-delivered to the Contract Advisor personally at his/her business address. The Complaint shall set forth the specific action or conduct giving rise to the Complaint and cite the Regulation(s) alleged to have been violated.

A Complaint must be filed by the Committee on Agent Regulation and Discipline within one year from the date of the occurrence which gave rise to the Complaint, or within one year from the date on which the information became known or reasonably should have become known to the Committee on Agent Regulation and Discipline, whichever is later. The filing deadline for initiating a Complaint arising out of facts which are the subject of a Section 5 dispute, civil or criminal litigation, arbitration, civil or criminal proceedings, administrative hearing or investigation, shall be extended to one year from the date of the Arbitrator's final decision in the Section 5 grievance or final disposition in such other civil or criminal litigation, arbitration, civil or criminal proceedings, administrative hearing or investigation.

SECTION 6(B)

In the extraordinary circumstance where the Committee on Agent Regulation and Discipline's investigation discloses that the Contract Advisor's conduct is of such a serious nature as to justify immediately revoking or suspending his/her Certification, the Committee on Agent Regulation and Discipline may immediately revoke or suspend his/her Certification with the filing of the Disciplinary Complaint or thereafter. In such event, the Contract Advisor will be entitled to an expedited appeal of that action pursuant to Section 6(E) of the Regulations, except that such appeal shall not stay the discipline.

A Contract Advisor's Certification shall automatically be revoked pursuant to the above-referenced extraordinary circumstances language if a Contract Advisor: (1) Has his/her annual membership dues check returned for insufficient funds on two or more occasions; (2) Fails to attend a Contract Advisor seminar in any given year as required pursuant to Section 3 (A)(4); or (3) Fails to submit a completed and signed year-end certification as required pursuant to Article XXIX, Section 2 of the Collective Bargaining Agreement. (The preceding sentence shall not limit in any way the Committee on Agent Regulation and Discipline's ability to determine extraordinary circumstances on a case-by-case basis.)

C. Answer

The Contract Advisor against whom the Complaint has been filed shall have thirty (30) days in which to file a written answer to the Complaint. Such answer shall be sent by confirmed facsimile or overnight delivery to the Committee on Agent Regulation and Discipline at the offices of the NFLPA. The answer must admit or deny the facts alleged in the Complaint, and must assert any facts or arguments which the Contract Advisor wishes to state in his/her defense. Failure to file a timely answer shall be deemed an admission of the allegations in the Complaint and a consent to the revocation of the Contract Advisor's Certification and/or to any other discipline imposed by the Committee.

D. Proposed Disciplinary Action

Except in cases where discipline has been imposed prior to the receipt of the answer, the Committee on Agent Regulation and Discipline shall, as soon as possible but no later than ninety (90) days after receipt of the answer, inform the Contract Advisor in writing (by confirmed facsimile or overnight delivery) of the nature of the discipline, if any, the Committee on Agent Regulation and Discipline proposes to impose, which discipline may include one or more of the following:

(1) Issuance by the Committee of an informal order of reprimand to be retained in the Contract Advisor's file at the NFLPA's offices;

(2) Issuance by the Committee of a formal letter of reprimand which may be made public in NFLPA publications and other media;

(3) Suspension of a Contract Advisor's Certification for a specified period of time during which Contract Advisor shall be prohibited from representing any NFL player in individual contract negotiations with an NFL club or assisting in or advising with respect to such negotiations. During such suspension Contract Advisor may, at the discretion of the Committee on Agent Regulation and Discipline, be prohibited from collecting any fees that he/she would otherwise have been entitled to receive pursuant to any Standard Representation Agreement;

(4) Revocation of the Contract Advisor's Certification hereunder;

(5) Prohibit a Contract Advisor from soliciting or representing any new player-clients for a

specified period of time. However, Contract Advisor shall retain the right to represent any player-clients signed to a Standard Representation Agreement with Contract Advisor at the time of the suspension; and/or

(6) Imposition of a fine payable within thirty (30) days of the imposition of such fine.

E. Appeal

The Contract Advisor against whom a Complaint has been filed under this Section may appeal the Committee on Agent Regulation and Discipline's proposed disciplinary action to the outside Arbitrator by filing a written Notice of Appeal with the Arbitrator within twenty (20) days following Contract Advisor's receipt of notification of the proposed disciplinary action. A timely filing of a Notice of Appeal shall result in an automatic stay of any disciplinary action, except in cases of: (1) immediate suspension or revocation of a Certification pursuant to Section 6(B); (2) a failure to pass a Contract Advisor examination pursuant to Section 3(A)(15); or, (3) a denial of an Application for Certification pursuant to Section 2(D).

Within ten (10) days of receipt of the Notice of Appeal, the Arbitrator shall set a date, time and place for a hearing on the Appeal. Such date shall be within forty-five (45) days of receipt of the Notice of Appeal. The failure of Contract Advisor to file a timely appeal shall be deemed to constitute an acceptance of the discipline which shall then be promptly imposed.

F. Arbitrator

The Arbitrator shall be the same Arbitrator selected to serve pursuant to Section 5, unless such Arbitrator has previously heard and decided a grievance under Section 5 involving the same Contract Advisor and the same factual circumstances which are the subject of the disciplinary action herein. In such cases, the NFLPA shall select another skilled and experienced person to serve as the outside impartial Arbitrator.

G. Conduct of Hearing

At the hearing of any Appeal pursuant to this Section 6, the Committee on Agent Regulation and Discipline shall have the burden of proving, by a preponderance of the evidence, the allegations of its Complaint. The Committee and the Contract Advisor shall be afforded a full opportunity to present, through testimony or otherwise, their evidence pertaining to the action or conduct of the Contract Advisor alleged to be in violation of the Regulations. The hearing shall be conducted in accordance with the Voluntary Labor Arbitration Rules of the American Arbitration Association. Each of the parties may appear with counsel or a representative of its choosing. All hearings pursuant to this Section shall be transcribed. There shall be no pre-hearing or post-hearing briefs required in Appeal hearings unless requested by the Arbitrator on a specific legal issue.

At the close of the hearing in expedited appeals or within thirty (30) days thereafter in non-expedited cases, the Arbitrator shall issue a decision on the Appeal, which decision shall either affirm, vacate or modify the proposed action of the Committee on Agent Regulation and Discipline. The Arbitrator shall decide two issues: (1) whether the Contract Advisor has engaged in or is engaging in prohibited conduct as alleged by the Committee; and (2) if so, whether the discipline proposed by the Committee should be affirmed or modified. Such decision shall be made in the form of an appropriate written order reflecting the Arbitrator's opinion and shall be final and binding upon all parties.

H. Time Limits, Costs

Each of the time limits set forth in this Section may be extended by mutual written agreement of the parties involved. The fees and expenses of the Arbitrator will be paid by the NFLPA, except that the Contract Advisor shall pay any Arbitrator fees or expenses relating to a hearing that is postponed by the Contract Advisor. Each party will bear the costs of its own witnesses and counsel, and other expenses related to its participation in the proceedings.

SECTION 7: EFFECTIVE DATE; AMENDMENTS

These Regulations became effective on December 1, 1994 and include all amendments subsequently adopted by the NFLPA Board of Player Representatives through March 2006.

These Regulations may be amended from time to time by the Executive Committee and/or the Board of Player Representatives of the NFLPA.